

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of the)	
)	
Telecommunications Carriers Eligible for)	WC Docket No. 09-197
Universal Service Support)	
)	
Airvoice Wireless, LLC Petition)	WC Docket No. 11-42
for Forbearance from 47 U.S.C. § 214(e)(1)(A))	

AIRVOICE WIRELESS, LLC’S AMENDED COMPLIANCE PLAN

On March 2, 2012 Airvoice Wireless, LLC (“Airvoice” or “Company”) submitted its Compliance Plan to the Commission.¹ In the Compliance Plan, Airvoice detailed the measures it will take to implement the conditions imposed by the FCC in its Forbearance Order, released on February 6, 2012.² By this filing, Airvoice hereby further amends the Compliance Plan, providing additional information and/or clarifications. Airvoice respectfully requests expeditious approval of this plan so that it may, following designation as an ETC, provide critical Lifeline services to qualified low income customers.

BACKGROUND

The Commission’s *Order* granted Airvoice’s request for forbearance from the Section 214(e)(1)(A) requirement that a carrier designated as an ETC for purposes of federal universal service support provide services, at least in part, over its own facilities, stating Airvoice may,

¹ Airvoice filed an Amended Compliance Plan on May 16, 2012.

² *In the Matter of Lifeline and Link Up Reform and Modernization; Lifeline and Link Up; Federal-State Joint Board on Universal Service; Advancing Broadband Availability Through Digital Literacy Training*, Report and Order and Further Notice of Proposed Rulemaking (February 6, 2012) (“*Order*”).

after meeting certain obligations set forth in the *Order*, seek ETC designation to offer discounted services to qualified low-income consumers through the universal service Lifeline program.³

The Commission's grant of forbearance is subject to the following conditions: (a) Airvoice providing its Lifeline customers with 911 and Enhanced 911 (E911) access regardless of activation status and availability of prepaid minutes; (b) Airvoice providing its Lifeline customers with E911-compliant handsets and replacing, at no additional charge to the customer, noncompliant handsets of existing customers who obtain Lifeline-supported service; (c) Airvoice complying with conditions (a) and (b) as of the date it provides Lifeline service; and (d) Airvoice filing and the Commission approving a compliance plan that details how Airvoice will comply with obligations in the *Order*, including procedures Airvoice will follow when enrolling Lifeline subscribers and requesting reimbursement; providing marketing and other materials that will be used for the initial and ongoing customer certifications, as described in Appendix C of the *Order*; as well as other steps to safeguard against waste, fraud and abuse in the Lifeline program; describes how and where Airvoice offers the service; and, a describes Airvoice's Lifeline service plans.

A. COMPLIANCE PLAN

Airvoice Wireless commits to comply with conditions that the Commission has set forth in the *Order*, the requirements described in this Compliance Plan, and any and all laws and regulations that govern the Lifeline-supported prepaid wireless service. Airvoice, offering its

³ *Id.*

wireless services under the brand designation of “Feel Safe Wireless”, does not have a holding company, operating company or any affiliates.⁴

Airvoice has been providing prepaid wireless services since 1999 and is one of the largest prepaid wireless providers in the United States. Since 1999, Airvoice has provided services to more than one million consumers. The Company is privately held, has been profitable since inception, has no outstanding debt and is financially capable of providing Lifeline service in accordance with the Commission’s rules. Airvoice, which maintains its headquarters and customer service center⁵ in Bloomfield Hills, Michigan, has approximately 5000 retail agents throughout the United States. Its key management has been with the company since 1999 and has significant technical and managerial experience providing prepaid wireless services to consumers.⁶ The Company operates as an MVNO and, thus, also relies on the technical expertise of its underlying carrier, AT&T. Currently, Airvoice provides services to more than 150,000 prepaid (non-Lifeline) customers in more than 20 states, with its largest markets in California, Indiana, Michigan, Pennsylvania and Texas.⁷

I. Access to 911 and E911 Services

Airvoice will provide all of its Lifeline subscribers with access to emergency calling services at the time the Lifeline service is initiated. Such 911 and E911 access will be available from Airvoice handsets regardless of the status of the subscriber account or the airtime balance associated with the handset. The Company’s current practice provides access to 911 and E911

⁴ Order at ¶ 390.

⁵ The customer service center is staffed with account and technical support representatives between the hours of 10 a.m. and 10 p.m. (EST). .

⁶ Order at ¶¶ 387-388.

⁷ Order at ¶ 379.

service to the extent that these services have been deployed by its underlying carrier, AT&T. Under current practice, access to such emergency services is still made available to subscribers whether their account is active, suspended, terminated, or has reached the minimum required airtime balance.

II. E911-Compliant Handsets

Airvoice will ensure that all handsets shipped to Lifeline service subscribers will be E911-compliant. All of the Company's mobile devices are 911 and E911-compliant. In the event that an existing subscriber has a noncompliant handset, the Company will immediately replace such device with an E911-compliant handset at no additional charge to the subscriber.

III. Certification of Lifeline Customers' Eligibility

A. Policy

Airvoice will comply with all certification and verification requirements for Lifeline eligibility by states where it is designated as an ETC. In states where there are no state imposed requirements, Airvoice will comply with the certification and verification procedures in effect in that state as reflected on the website of the Universal Service Administration Company. For any states which do not mandate Lifeline support and/or which do not have established rules of procedure in place, Airvoice will certify at the outset and will verify annually consumers' Lifeline eligibility in accordance with the Commission's requirements.

B. Certification Procedures

Airvoice will implement certification procedures that enable consumers to demonstrate their eligibility for Lifeline assistance by contacting Airvoice in person or via telephone, facsimile, or the Internet. At this time, approximately 80% of Airvoice's new customers apply for the benefit in person. Airvoice anticipates that 95% of its Lifeline customers will apply for

the benefit in person. The Application Form, attached as Exhibit A, is the same for each form of contact.

Airvoice's application form for its wireless service will identify that it is a "Lifeline" application. The application will indicate that Lifeline service is a government benefit, nontransferable and limited to one line per household (as defined therein). The Lifeline application form will require the provision of certain customer information, including, name, date of birth, last four digits of social security number or Tribal government identification number, permanent or temporary residential address (no P.O. boxes), billing address if different from the residential, telephone number and e-mail address (if available). The application form will list each of the qualifying federal and state programs and the applicant will be required to attest, with a checkmark, any program(s) in which they participate and provide proof of program participation.⁸ Alternatively, the applicant may elect to certify under penalty of perjury that their household income does not exceed the relevant threshold (e.g., 135% of the Federal Poverty Guidelines ("FPG") for federal default states). This election will require applicants to indicate the number of individuals in their household and provide proof of income-based eligibility.⁹

In addition, the Lifeline application form will include a certification section where the applicant must certify and sign under penalty of perjury that, among other statements, 1) the

⁸ Program eligibility may be demonstrated through the provision of "(1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (e.g., the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program." In certain states, program eligibility may be confirmed through query of available databases. *Order* at ¶ 101.

⁹ *Id.* Income eligibility may be demonstrated through the provision of "prior year's state or federal tax return, Tribal tax return, current income statement from employer, paycheck stub, Social Security or Veterans Administration statement of benefits, retirement/pension statement of benefits, Unemployment/Workmen's Compensation statement of benefits, federal or Tribal notice letter of participation in General Assistance or a divorce decree, child support award or other official documentation containing income information."

applicant's representations are true and correct, 2) the applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law, 3) the applicant participates in one or more of the eligible federal and state programs or has an income below the FPG, 4) their household will receive Lifeline-supported service only from Airvoice¹⁰, 5) that the applicant will be required to recertify eligibility annually and 6) the applicant understands, and consents to, that certain applicant information will be provided to the Lifeline benefit administrator. Penalties for perjury will be clearly-stated on the certification form, as required by the *Order*. Airvoice's Lifeline application will include, among others, the following certifications:

The information contained in my application is true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in my being barred from the program.

Initial
Here

I am a current recipient of the program indicated above, or have an annual income at or below 135% of the Federal Poverty Guidelines, and I have provided the documentation of eligibility.

Initial
Here

I certify that no other member of my household is receiving a Lifeline supported service from any other landline or wireless company such as Assurance, Safelink or Reachout Wireless.

Initial
Here

I understand that my Feel Safe Lifeline service is non-transferrable. I may not transfer my service to any individual, including another eligible low-income consumer.

Initial
Here

¹⁰ In situations where there are multiple households sharing an address, the applicant must complete a separate document which includes "1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income..., and (4) the penalty for a consumer's failure to make the required one-per-household certification." *Order* at ¶ 78.

I acknowledge, and consent to, that certain information including my name, date of birth, last four digits of my social security number or Tribal government identification number, temporary, permanent and billing address, telephone number and e-mail address will be provided to Lifeline administrator.

Initial
Here

Applicant's Signature: _____ Date: _____

Certification is good for up to one (1) year from the date of signing. This certification must be updated annually to avoid program termination.

Consumers will be signed up in person through retail agents or directed, via company literature, collateral or advertising, to a toll-free telephone number and to Airvoice's website. The website will contain a link to information regarding the Company's Lifeline service plans, including a detailed description of the benefit and the program and income eligibility criteria. Airvoice will have direct contact with all customers applying for Lifeline service, either in person through its employees, agents or representatives, via the Company's website, via the telephone (including facsimile) or mail. Airvoice will provide Lifeline-specific training to all personnel, whether employees, agents or representatives at authorized locations, that interacts with actual or prospective consumers with respect to obtaining, changing or terminating its Lifeline services. Airvoice understands and acknowledges its responsibility for the acts and omissions of its employees, agents and representatives.¹¹ As such, Airvoice will only enroll applicants at retail locations at which Airvoice has an agency agreement with the retailer. Airvoice will require all agent retailers to have all employees responsible for lifeline enrollment complete the standard Airvoice representative training. By establishing these agency agreements

¹¹ Order at ¶110.

with all retail outlets, Airvoice meets the “deal directly” requirement adopted in the TracFone Forbearance Order.

In retail settings, consumers will interact with one or more of Airvoice’s Lifeline trained agents or representatives (collectively the “AAR”). The AAR will provide the applicant with printed information describing Airvoice’s Lifeline program, including eligibility requirements and enrollment instructions. The AAR will also verbally explain the Lifeline benefit (a non-transferable government benefit, limited to one-per-household) and the qualification (income or program based), documentation (i.e. government issued identification, proof of program eligibility, address, three months of pay stubs, tax returns, benefit statements etc.) and certification requirements (i.e. penalty of perjury, one-per-household etc.) of the program. Once the AAR has determined that the applicant is a candidate for Lifeline service, the applicant will be asked to provide one form of government issued identification (driver’s license, identification card, or passport)¹² and to complete the Lifeline application.¹³ The AAR will review the application and all supporting documentation. The AAR will confirm if the applicant or any other individual at the stated address, as confirmed and sanitized by the Melissa Data program, is currently receiving Lifeline service from Airvoice. The applicant’s name, address, DOB and last four digits of social security number are also crosschecked against any other providers serviced

¹² A copy of the identification will be retained by Airvoice if the applicant is approved for service.

¹³ Airvoice employs two real time software programs during the application process. Specifically, Airvoice utilizes the Melissa Data program to validate the residential address provided by the applicant. <http://www.melissadata.com/> (retrieved May 15, 2012). The BeQuick Fusion program allows Airvoice to crosscheck for duplicates within Airvoice’s existing customer database and to establish customer accounts in real time. <http://www.bqsoft.com/2012/05/1455/> (retrieved May 15, 2012). Additionally, Airvoice has engaged CGM, LLC, a software firm servicing telecom providers. <http://www.cgmlc.net/> (retrieved May 15, 2012).

by CGM, LLC.¹⁴ The AAR will also review any available federal or state databases to determine if the applicant is receiving a Lifeline benefit from another provider. If the applicant is not currently receiving a Lifeline benefit, the application will be approved, a customer account will be created immediately (via BeQuick), and the applicant will be provided with a handset. The AAR will guide the customer through the activation of the handset and completion of the initial outgoing call.

To complete the enrollment, an AirVoice quality assurance manager (AQAM) will independently review each application, and all documentation supporting identity and eligibility within the CGM enrollment application review queue. The CGM review queue will allow the AQAM to view and confirm the captured image of the government issued ID and the proof of eligibility documentation, assuring that they match the information entered on the enrollment form. Once the AQAM has verified the enrollment, the image of proof of eligibility will be deleted. Only enrollments that successfully complete this two-step process (AAR and AQAM) will be submitted for reimbursement. This ensures that an Airvoice employee directly oversees and finalizes every Lifeline enrollment.

Customers who do not complete the application process in person must return the signed application and copies of supporting documentation to the Company by mail, fax, email or other electronic transmission. The Company will accept electronic signatures that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7006, and any applicable state laws and may verify signatures via interactive voice response systems. Processing of consumers' applications, including review of all application forms,

¹⁴ Additionally, Airvoice has engaged CGM, LLC, a software firm servicing the billing needs of telecom providers. <http://www.cgmlc.net/> (retrieved May 15, 2012).

crosschecking all databases and relevant documentation, will be performed under Airvoice's supervision by personnel experienced in the administration of the Lifeline program. Airvoice will ensure that all required documentation is taken care of properly by using, when available, state-specific compliance checklists. Once the application has been approved, a handset will be mailed, requiring a signature upon delivery, to the applicant at their residential address. The applicant must contact Airvoice customer service to confirm receipt of the handset, and provide last four digits of Social Security number as proof of identity, prior to having handset activated.

The application process for applying for a Lifeline benefit via telephone is similar to the retail setting described above. Applicants will be informed by an ACSR of the qualification, documentation and certification requirements for the Lifeline benefit and may be directed to the Company's website for additional information. The ACSR will employ a script similar to that provided hereto as Exhibit B. The ACSR will determine, based on the applicant's responses and a crosscheck of all databases, if they qualify for the Lifeline benefit. If the applicant qualifies for the Lifeline benefit, they will be obligated to provide (via facsimile, email, text or U.S. mail) copies of the supporting documentation prior to final approval for service.¹⁵ Upon final approval, a handset will be mailed, requiring a signature upon delivery, to the applicant at their residential address. The applicant must contact Airvoice customer service in order to confirm receipt of the handset. Customer service will assist in the activation of the handset and completion of the initial outgoing call. In the event the applicant does not qualify, the ACSR will explain the reason for denial of service.

¹⁵ In the future, the conversation between the ACSR and the applicant, specifically the applicant's responses to the certification statements, may, in some instances, may be recorded, through the use of an interactive voice response system ("IVR"), as supporting documentation.

The online application process requires an applicant to review the qualification, documentation and certification requirements as they move through progressive screens on the Company's website. The website will provide in clearly written and easily distinguishable language all the requisite information defined in the *Order*, including but not limited to, that Lifeline is a non-transferable government benefit, limited to one-per-household, with household clearly defined, requires supporting documentation and ongoing recertification obligations and is subject to penalties and imprisonment for fraud. Hereto, the applicant will be required to submit copies of supporting documentation to the Company prior to the receipt of a handset and provision of service. Once the applicant's application has been approved, a handset will be mailed, requiring a signature upon delivery, to the applicant at their residential address. The applicant must contact Airvoice customer service in order to confirm receipt of the handset. Customer service will assist in the activation of the handset and completion of the initial outgoing call. In the event the applicant does not qualify, Airvoice will notify the applicant in writing regarding the reason for denial of service.

Airvoice shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that the procedures it will implement will prevent Airvoice customers from engaging in such abuse of the program, inadvertently or intentionally. As indicated above, and prior to initiating service for a customer, the Company will confirm the identity, residential address and program eligibility of each applicant. Prior to requesting a subsidy, Airvoice will process and validate Airvoice's subsidy data and confirm that each consumer's handset has been activated and is in use to prevent: (1) Duplicate Same-Month Lifeline Subsidies ("Double Dip," i.e., any household that is already receiving a Lifeline subsidy from Airvoice will be automatically prevented from receiving a

second lifeline subsidy in that same month); and (2) Inactive lines receiving subsidy (i.e., systems compare all subsidy requests to underlying network status to ensure that subsidies are requested only for active lines).

Notwithstanding the foregoing with respect to program or income eligibility, for states that require Airvoice to enroll subscribers identified by the state or as eligible in a state or federal database, Airvoice may continue to rely on the state or federal identification or database. Where Airvoice can access a state or federal database to make determinations about customer eligibility, the Company is not required to obtain further documentation but will note in its records what data was relied upon to confirm the customer's eligibility for Lifeline and the date it reviewed such data. Where a state agency or third-party administrator is responsible for the initial determination of eligibility, Airvoice will rely on the state identification or database.

C. Annual Verification Procedures

As required by the Commission's *Order*, Airvoice will require every consumer enrolled in the Lifeline program to verify on an annual basis that they 1) continue to be eligible for Lifeline service, 2) only receive Lifeline service from Airvoice, and 3) to the best of his or her knowledge, no one else at the subscriber's household is receiving a Lifeline supported service.¹⁶ Airvoice will re-certify the eligibility of its Lifeline subscriber base (if any) as of June 1, 2012 by the end of 2012 and report those results to USAC by January 31, 2013. Airvoice will notify each participating Lifeline consumer prior to their service anniversary date that they must confirm their continued eligibility in accordance with the applicable requirements. This notification will

¹⁶ Airvoice customer service representatives are available, toll free, to respond to any questions (including recertification and status changes) and requests for de-enrollment. Additionally, de-enrollment may be requested in person at any of Airvoice's retail agent locations.

be mailed via the U.S. Postal Service to the address the subscriber has on record with Airvoice. Airvoice will also notify customers in advance of their anniversary date via a free text message. The mailed notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact Airvoice to complete the verification. Customers will have 30 days to complete the form, certify under penalty of perjury that they continue to be eligible for Lifeline service, receive Lifeline service only from Airvoice, and return the form to Airvoice by mail. Anyone who does not respond to the mailing, certifying their continued eligibility, will be removed from the Lifeline program. Certification may also be obtained through an IVR system or a text message. In states where a state agency or third party has implemented a database that carriers may query to re-certify eligibility, the Company will query the database and maintain a record of what data was used to re-certify eligibility and the date of re-certification.

Currently, customers will be required to complete the verification process by mail; however, Airvoice may offer additional options, such as web-based methods, in the future. Such verification will be required in order for the consumer to continue to receive free Lifeline service or to purchase prepaid airtime from the Company at the discounted rate only available to those customers who are enrolled in its Lifeline program. The Company will notify subscribers in writing of service termination for not responding to the annual certification within 30 days. Anyone who does not respond has 30 days to demonstrate that his or her Lifeline service should

not be terminated; or will otherwise be de-enrolled within five days following the 30-day recertification period.¹⁷

IV. Additional Measures to Prevent Waste, Fraud, and Abuse

A. Non-usage Policy

Airvoice will implement a non-usage policy whereby it will identify Lifeline customers that have not used the Company's Lifeline service for 60 days, and cease to claim Lifeline reimbursements for such customers if they do not use their service within a 30-day grace period following the initial 60-day non-usage period. Specifically, if no usage appears on an Airvoice Lifeline customer's account during any continuous 60-day period, Airvoice will promptly notify the customer that the customer is no longer eligible for Airvoice Lifeline service subject to a 30-day grace period. During the 30-day grace period, the customer's account will remain active, but Airvoice will engage in outreach efforts to determine whether the customer desires to retain the Company's Lifeline service. If the customer's account does not show any customer-specific activity during the grace period (such as making or receiving a voice call, sending a text message and/or adding money to the account), Airvoice will deactivate Lifeline services for that customer.¹⁸ In addition, Airvoice will not seek to recover a Federal Universal Service Fund subsidy for the minutes provided to the customer during the grace period or thereafter report that customer on its USAC Form 497 unless the customer reinitiates service.

¹⁷ As indicated in Section IV (C), Airvoice will update the requisite databases within one day of de-enrollment. Additionally, the Company will provide de-enrollment information (in month-to-month detail) to the Commission on an annual basis. *Order* at ¶ 206.

¹⁸ *Id.*

B. Customer Education with Respect to Duplicates

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, Airvoice will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.

- a) Call Center Scripts – Airvoice will emphasize the “one Lifeline phone per household” restriction through its interaction with the potential customer at the call center. (See Exhibit B)
- b) Marketing, Advertising and Website Content – Airvoice, in its marketing materials, will reinforce the limitation of one Lifeline phone per household. The following statement will appear in conspicuous place in bold font in an offsetting color, minimum 10 point font, to ensure it is not overlooked. (See Exhibit C – sample marketing materials).

Note: LIMIT ONE LIFELINE PHONE PER HOUSEHOLD (Either Wireline or Wireless Service).

This statement will also appear on the company’s website during the customer information/education cycle. At the point on its website when a customer inputs his/her zip code to verify that Airvoice offers service in their area, Airvoice would display the above message in the section where the website explains the service.

C. Cooperation with state and federal regulators

Airvoice has and will continue to cooperate with federal and state regulators to prevent waste, fraud and abuse, including:

- Providing state commissions (PUC), the FCC or USAC upon request with data that will enable that state, the FCC or USAC to determine whether some consumers are enrolled in more than one Lifeline program. Specifically, Airvoice agrees to make available state-specific customer data, including name and address, upon request to each state PUC where it operates, the FCC or USAC for the purpose of permitting the PUC, FCC or USAC to determine whether an existing Lifeline customer receives Lifeline service from another carrier, and will participate in such a duplicate resolution process, provided that costs for participation are reasonable or defrayed through the universal service contribution mechanisms;
- Promptly investigate any notification that it receives from a state PUC, the FCC or USAC that one of its customers already receives Lifeline service from another carrier;
- Immediately deactivate a customer's Lifeline service and no longer report that customer on USAC Form 497 if Airvoice's investigation, a state, the FCC or USAC concludes that the customer receives Lifeline services from another carrier in violation of the Commission's regulations and that Airvoice's Lifeline service should be discontinued such as a de-enrollment notification pursuant to the FCC's June 17, 2011 Report and *Order* (Section III, B.).
- Airvoice agrees to comply with all certification requirements when submitting for reimbursements from USAC.¹⁹

V. Lifeline Rate Plans

Airvoice offers the following rate plan, which is free to eligible Lifeline subscribers.²⁰

¹⁹ See, for example, *Order* at ¶¶ 125-128.

250 Free Minutes and a Free Phone: This plan includes a phone plus 250 free voice minutes.

Unused minutes expire at the end of the last day of their cycle. The account is then automatically replenished with the next month's 250 free voice minutes. If a subscriber runs out of minutes, they have the option to purchase additional voice minutes billed at \$.10 per minute. This plan includes nationwide coverage, voice mail, call waiting, three way calling, call forwarding and Caller ID. There is no additional charge for toll calls. Calls to 911 and Airvoice customer care are free. Lifeline customers also have the option, for an additional fee, to purchase the text and data plans that are available to all Airvoice customers.

VI. Geographic Service Area

Airvoice expects to apply for ETC status in the following states and to provide service to Lifeline eligible residents: Michigan, Wisconsin, Texas, Pennsylvania, California and the 10 Federal Jurisdiction States.

²⁰ Order at ¶ 390.

CONCLUSION

Airvoice submits that this amended Compliance Plan fully satisfies the conditions set forth in the Commission's *Order* granting forbearance to the Company. The aforementioned policies and procedures are in place to safeguard against misuse of the Company's Lifeline services, as well as to prevent waste, fraud, and abuse of the Lifeline program. Airvoice's procedures also ensure public safety by ensuring access to 911 and E911 services. Consequently, Airvoice respectfully requests that the Commission expeditiously approve this Compliance Plan so that Airvoice may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers.

Respectfully submitted,

AIRVOICE WIRELESS, LLC

/s/

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Christine A. Reilly
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Washington D.C. 20037
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Its Counsel

December 7, 2012

VERIFICATION

I hereby verify that I have read the foregoing Airvoice Wireless, LLC Amended Compliance Plan; and that to the best of my knowledge, information and belief the information stated therein is true and accurate.

Airvoice Wireless, LLC

By: 

Title: CEO Tim BAHRI

Exhibit A

LIFELINE APPLICATION

FEEL SAFE WIRELESS LIFELINE APPLICATION



This signed authorization is required in order to enroll you in the Lifeline Program in your state. This authorization is only for the purpose of verifying your participation in these programs and will not be used for any other purpose. Service requests will not be processed until this form has been received and verified by our Company.

Things to know about the Lifeline Program:

1. Lifeline is a Federal Benefit.
2. Lifeline Service is available for only one line per household. A household cannot receive benefits from multiple providers.
3. A household is defined, for purposes of the Lifeline Program, as any individual or group of individuals who live together at the same address and share income and expenses.

Applicant Information:

First Name: _____ MI: _____ Last Name: _____ Date of Birth: Month (DOB) _____ Day _____ Year _____

Social Security Number (SSN – last four digits only) Or Tribal ID #: _____ Contact Telephone Number: _____

Residence Address (No P.O. Boxes, Must be your principal address): This address is ☐ Permanent ☐ Temporary ☐ Multi-Household

_____ Apt/Floor/Other _____ City: _____ State _____ Zip Code: _____

Billing Address (May Contain a P.O. Box)

_____ Apt/Floor/Other _____ City: _____ State: _____ Zip Code: _____

I hereby certify that I participate in at least one of the following programs: (Check all that apply)

- _____ Supplemental Nutrition Assistance Program (SNAP)
- _____ Supplemental Security Income (SSI)
- _____ Federal Public Housing Assistance
- _____ Low-Income Home Energy Assistance Program (LIHEAP)
- _____ National School Lunch Program
- _____ Temporary Assistance for Needy Families (TANF)
- _____ Medicaid

_____ I certify that my household income is at or below 135% of the Federal
(Initial Here) Poverty Guidelines (FPG). There are _____ individuals in my household.

You must provide documented proof of your participation in the above programs or your income.

I certify, under penalty of perjury: (Initial by Each Certification)

- _____ 1. The information contained in my application remains true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in me being barred from the program.
- _____ 2. I am a current recipient of the program checked above, or have an annual household income at or below 135% of the FPG.
- _____ 3. I have provided documentation of eligibility if required to do so.
- _____ 4. I understand that I and my household can only have one Lifeline supported telephone service. Feel Safe Wireless has explained the one-per household requirement. I understand that violation of the one-per household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the Lifeline Program, and could result in criminal prosecution by the United States Government.
- _____ 5. I attest to the best of my knowledge, that I and no one in my household is receiving a Lifeline supported service from any other land line or wireless company such as Assurance, Safelink or Reachout Wireless.
- _____ 6. I understand my Feel Safe Wireless Lifeline service is non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.
- _____ 7. I understand that if my service goes unused for sixty (60) days, my service will be suspended and subject to a thirty (30) day period during which I may use the service or contact Feel Safe Wireless to confirm that I want to continue receiving their service.
- _____ 8. I will notify Feel Safe Wireless within thirty (30) days if I no longer qualify for Lifeline. I understand this requirement and may be subject to penalties if I fail to notify my phone company. Specifically, I will notify my company if:
 - a. I cease to participate in the above federal or state program, or my annual household income exceeds 135% of the Federal Poverty Guidelines.
 - b. I am receiving more than one Lifeline supported service
 - c. I no longer satisfy the criteria for receiving Lifeline support
- _____ 9.) I will notify Feel Safe Wireless within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must verify my address with Feel Safe Wireless every ninety (90) days. If I fail to respond to Feel Safe Wireless' address verification attempts within thirty (30) days, my Feel Safe Wireless Lifeline service may be terminated.
- _____ 10. Feel Safe Wireless has explained to me that I am required each year to re-certify my continued eligibility for Lifeline. If I fail to do so within thirty (30) days, it will result in the termination of my Feel Safe Wireless Lifeline service.
- _____ 11. I acknowledge, and consent to, that certain information, including my name, DOB, last four digits of SSN or Tribal government identification number, address, telephone number and e-mail will be provided to the Lifeline Administrator for purposes of determining duplicate services.

FOR OFFICE USE ONLY:

Company Representative: _____

Documentation Verified: _____

Representative Signature: _____

Date: _____

Is this a multi-family dwelling? _____

Applicants Signature _____

Date _____

Certification is good for up to one (1) year from the date of signing. This certification must be updated annually to avoid program termination.

Exhibit B

CALL CENTER SCRIPTS

1. Thank you for calling Airvoice Wireless, how may we assist you today?
2. I will be able to assist you in the enrollment process. I will need to ask you some questions to get started. Is that ok?
3. Is there anyone currently residing in the home that is receiving Lifeline benefits for wireless or home phone service from any other companies such as Assurance, Safelink or Reachout Wireless? Is this individual part of your household [explain definition of “household”¹⁹]?

If no, proceed to #4.

If yes, Lifeline service is only available to one person per residence. If you would like to receive Lifeline service from Airvoice Wireless, please contact your current Lifeline provider and cancel the service. Once you cancel that service, please contact us to set up your Airvoice Wireless service. Or you must separately certify, in writing (use USAC form), that those individuals do not contribute income to your household OR share your household expenses.

4. Now sir/ma'am in order to receive the Airvoice Wireless Lifeline service, you must be enrolled in select government assistance programs. Are you currently participating in any government assistance programs? If, so, which one? Or is your income 135% below the Federal Poverty Guide Lines? If yes, proceed to #5.
5. Participating in the **[insert program here]** program enables you to receive the Airvoice Wireless Lifeline service. The Airvoice Wireless Lifeline service will provide you with a free wireless phone and 250 monthly voice minutes.
6. *(Enrollment Representative takes customer's information and checks against database, prior to entering the enrollment process)*
 - May I please have your first name?
 - Middle Initial (optional)
 - May I please have your last name?
 - May I please have your mailing address? (must be residential, not PO Box)

¹⁹ A “household” is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household. *Order* at ¶74.

- Is your billing address the same? If not, please provide your billing address.
- May I please have your contact phone number, if available?
- May I please have your email address?
- What are the last 4 digits of your social security number or your Tribal government identification card number? This is required to check the status on your application and for security verification purposes.
- What is your date of birth? This is also required for verification purposes.
- What is the government assistance program from which you receive assistance? Proceed to #7.

7. Now that we have verified all of your information, we can complete your enrollment. In order to do so:

(At this point the Enrollment Representative will ask self-certification questions in 3 parts to ensure the customer understands)

8. DO YOU CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION CONTAINED WITHIN THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF HIS OR HER KNOWLEDGE AND THAT NO OTHER MEMBER IN YOUR HOUSEHOLD CURRENTLY RECEIVES LIFELINE ASSISTANCE?

- Customer must answer YES to continue.

9. DO YOU UNDERSTAND THAT YOU MAY BE REQUIRED TO VERIFY YOUR CONTINUED ELIGIBILITY FOR AIRVOICE WIRELESS SERVICE AT ANY TIME? FAILURE TO VERIFY ELIGIBILITY WILL RESULT IN TERMINATION OF AIRVOICE WIRELESS SERVICE. IN THE FUTURE, IF YOU ARE NO LONGER ELIGIBLE TO RECEIVE BENEFITS FROM AT LEAST ONE OF THE QUALIFYING STATE OR FEDERAL ASSISTANCE PROGRAMS OR YOUR INCOME EXCEEDS MORE THAN 135% OF THE FEDERAL POVERTY GUIDELINES, AS PREVIOUSLY EXPLAINED TO YOU, YOU WILL NOTIFY AIRVOICE WIRELESS WITHIN THIRTY (30) DAYS.

- Customer must answer YES to continue

10. DO YOU UNDERSTAND THAT IF APPROVED FOR LIFELINE SERVICE, YOUR PERSONAL INFORMATION, INCLUDING NAME, DATE OF BIRTH, LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER OR TRIBAL IDENTIFICATION CARD NUMBER, ADDRESS, WILL BE PROVIDED TO THE LIFELINE PROGRAM ADMINISTRATOR FOR PURPOSES OF DETERMINING DUPLICATE SERVICES.

- Customer must answer YES to continue

11. DO YOU ACKNOWLEDGE THAT PROVIDING FALSE OR FRAUDULENT DOCUMENTATION IN ORDER TO RECEIVE ASSISTANCE IS PUNISHABLE BY LAW AND THE PENALTIES OF PERJURY INCLUDE MONETARY FINES AND POTENTIAL IMPRISONMENT

- Customer must say YES to continue

If at any point, the customer says “No” to the self-certification questions, the Enrollment representative will explain that the customer does not qualify for the Airvoice Wireless Lifeline program.

Exhibit C

MARKETING MATERIALS

Additional Airtime

FEEL SAFE
REFILL PIN
\$10

Minutes or SMS	100
Voice Calls	\$0.10 per Minute
Text Messaging	\$0.10 per Message
Multimedia Messaging (MMS)*	\$0.10 per Message
Data/Web*	\$0.33 per MB
International SMS	\$0.20 per Outgoing Message
International MMS*	\$0.20 per Outgoing Message
International Calling	Rates vary per Country

FEEL SAFE
REFILL PIN
\$20

(\$5 BONUS ADDED)
\$25 worth of funds

Minutes or SMS	250
Voice Calls	\$0.10 per Minute
Text Messaging	\$0.10 per Message
Multimedia Messaging (MMS)*	\$0.10 per Message
Data/Web*	\$0.33 per MB
International SMS	\$0.20 per Outgoing Message
International MMS*	\$0.20 per Outgoing Message
International Calling	Rates vary per Country

* Compatible Phone required to use MMS and Data Features

Qualifying for FEEL SAFE WIRELESS is Easy!
Just make sure you meet the following eligibility requirements and you will be able to receive your FREE FEEL SAFE WIRELESS phone with 250 FREE MONTHLY voice minutes:

1. Limit one Lifeline phone per household (either wireline or wireless service).
2. FEEL SAFE WIRELESS Lifeline benefits are available to consumers who use any of the following government assistance programs or have an income that is at or below 135% of the Federal Poverty Guidelines (FPG).

Food Stamps
Medicaid
Federal Public Housing Assistance- Section 8
National School Free Lunch Program
Bureau of Indian Affairs Programs
Supplemental Social Security- SSI
Temporary Assistance to Needy Families- TANF
Low Income Home Energy Assistance Program- LIHEAP

Proof of Participation or Household Income is required to get service. In order to maintain your Lifeline Service, you must verify your enrollment information annually.

3. Lifeline is a government benefit program, and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Lifeline Service is Non-Transferable.

Note: Programs vary by state.
Please visit FeelSafeWireless.com for complete details.

In order to maintain your Lifeline Service, you must verify your enrollment information annually.

AVAILABLE FEATURES

- 911/E911 Access
- Voicemail Account
- Caller ID
- Call Waiting
- 3 Way Calling
- Text Messaging
- Call Forwarding
- Free Calls to Customer Service



FREE
PHONE
with 250
FREE
minutes every
month

LIMIT ONE LIFELINE
PHONE PER HOUSEHOLD
Either Wireline or Wireless Service

On The Most Reliable GSM Network
1-877-247-7799
FeelSafeWireless.com

How to Use Your Features

Customer Service

Dial 611 SEND from your mobile phone or 1-877-247-7799 from any other phone to get connected to Customer Service

411 Dialing

Dial 1800FREE411 at anytime to get directory assistance services for regular airtime charges! Simply dial the toll-free number, say where you are and what you are looking for, and get connected. It's that simple!

To Set Up your Voicemail

1. From wireless phone, dial your cellular number or press and hold the "1" key.
2. The system will ask you to enter your personal pass code (think of any easy number to remember for a pass code and enter it when prompted).
3. The system will prompt you to record your own personal greeting or select a standard greeting.

To Listen to your Messages

1. Dial your wireless phone number from your wireless phone or any other touch-tone phone or press and hold the "1" key.
2. Press * to interrupt the greeting.
3. Enter your pass code
4. The system will automatically play the new voice messages

Call Waiting

Call waiting allows you to answer a second call while another call is in progress. To use Call Waiting:

1. Press SEND to answer the second call
2. To alternate between calls, continue to press SEND

Caller ID

Caller ID shows you the phone number of most incoming calls. If you don't want to answer your wireless phone and you have voicemail, you can let the incoming call roll to your Voicemail Box. Caller ID works whenever your phone is powered on. It even works when Call Waiting alerts you of an incoming call.

Three-Way Calling

This service lets another person join a call to make a three-way conversation. To setup Three-Way Calling:

1. Dial the 10 digit phone number of the third party, while the original party is on the phone.
2. Press SEND, which dials the third party and puts your original call on hold.
3. To establish the three-way call, press SEND again after the third party answers.
4. If the third party is busy or does not answer, press SEND once to disconnect the third party.
5. To disconnect from the third party in a three-way call, press SEND once.
6. To disconnect from the original party in the three-way call, the original party must hang up.
Airtime charges will apply for all calls when using this feature.

Call Forwarding

With Call Forwarding, all your incoming calls will be forwarded to the phone number you specify.

To Activate Call Forwarding:

1. Scroll through the menu and select Settings
2. Scroll down and select Call Settings or Call Manager
3. Scroll Down and select Forward Calls
4. Select Voice Calls
5. Select Always Forward
6. Select Activate
7. Enter the 10 digit number to forward all calls to and select OK
8. Call Forwarding will remain active until you deactivate the feature

To Deactivate Call Forwarding:

1. Scroll through the menu and select Settings
2. Scroll down and select Call Settings or Call Manager
3. Scroll Down and select Forward Calls
4. Select Voice Calls
5. Select Always Forward
6. Select Cancel
7. Select OK

Text Messaging (SMS)

Text Messaging (SMS) allows you to send or receive short alphanumeric messages (up to 150 characters in length) using your wireless phone. Text messaging service also includes e-mail and web-based messaging. Your unique e-mail address is your 10 digit wireless number@txt.att.net For Example: If your number is (555)123-4567, your e-mail address is 5551234567@txt.att.net

Multimedia Messaging (MMS)*

Multimedia Messaging allows you to send or receive messages that include media such as pictures, videos or sounds using your wireless phone. Use of this feature requires an MMS compatible phone as well as the appropriate MMS feature on your Feel Safe Wireless account. You can exchange Multimedia messages with any compatible phone by addressing the message to your recipient's 10-digit mobile number. You can also send Multimedia Messages to email addresses. Multimedia messages sent to non-MMS capable phones will be delivered as a text message instructing the recipient on how to view the message online.

Mobile Web (Data)*

The Mobile Web or Data provides you with Internet Access on your mobile device. Use of this feature requires a Data compatible phone as well as the appropriate Data Feature on your Feel Safe Wireless account. Please note, although you may attempt to view any webpage using your mobile phone, not all websites are formatted for mobile devices. You may experience delays as well as the inability to access certain websites when using the internet on your mobile phone.

*A \$10 or \$20 Feel Safe Wireless Refill card and a Compatible handset are required to use these features.

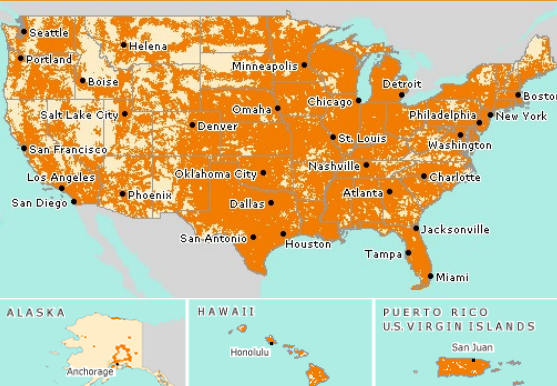
Feel Safe Wireless Terms of Service

1) Service Availability: Service is available only if you are within the Feel Safe Wireless GSM coverage area. Service may be interrupted due to system capacity limitations and system repairs or modifications. Service is subject to limitation or interruption caused by weather, terrain, obstructions such as trees or buildings and other conditions. Feel Safe Wireless is not responsible for time lost or days lost for interruption of service caused by above mentioned. There will be no credits or refunds issued for any reason. 2) Use of Device: Only Certified & Approved Unlocked 850/1900 MHz GSM phones are compatible with Feel Safe Wireless service. 3) Right to Terminate Service: We reserve the right to cancel, interrupt or restrict service to your number, without notice if we suspect fraudulent, illegal or abusive activity, abnormally high amounts of usage, failure to maintain an appropriate account balance for applicable charges, for harassing our employees and/or harassing other Airvoice customers. Some examples of fraudulent activity include Traffic Pumping and Spam Messaging. We reserve the right to cancel accounts for fraudulent activity based on voice calls, SMS, MMS and data usage. 4) Release of information: Feel Safe Wireless may release information about your account when we believe release is appropriate to comply with the law (i.e. subpoena, court order, E911 information, etc.). There will be no call histories released to customers for any reason. 5) PUK Codes: Please contact our US based customer service at 1-877-247-7799 if your phone asks for a PUK code. Do not attempt guessing any codes because it will disable your SIM card 6) Phone Codes: If your phone is asking for ANY codes you are not aware of, do not attempt guessing any codes because it may disable your SIM card. You will need a new Non-Active Feel Safe Wireless SIM card if you disable your SIM card. 7) Account Information: Any person that is able to verify your mobile number, SIM card number and/or account information is authorized by you to make changes to your account. 8) Ability to change services: You will have the ability to change from one Feel Safe Wireless rate plan to another upon request if proper verification is provided. Please contact our US based customer service at 1-877-247-7799. 9) Cancellation Policy: Cancellation requests should be put in writing, faxed to (248) 239-0182. You will lose any remaining airtime on your account. Feel Safe Wireless will not provide a refund or credit for any remaining airtime lost. 10) Porting Policy: You are able to port your number out of Feel Safe Wireless to other carriers. Feel Safe Wireless does not guarantee that number transfers to or from our company will be successful. If you request to port your number out to another company, that is considered a request by you to us to terminate all of the services associated with that number. Your remaining airtime will be forfeited and you will not receive a credit for the remaining balance. Feel Safe Wireless will not release your wireless number to another carrier without proper verification. If you are attempting to change service providers, you will need to verify your four-digit pin as well as your Feel Safe Wireless SIM card number, which is your account number, in order to transfer your account. Your account must be in an active status in order to port out. 11) Charges: You will be billed regular airtime charges for calls made to 800, 866, 877, 888 and all other toll free calls. Domestic long distance calls will be billed at regular airtime charges. Calls to international numbers will be billed at a higher rate (call customer service for rates). For all calls, the length of the call will be measured during the time that you are connected to our system, which is approximately from the time you press "SEND" or other key to begin a call until approximately the time you press "END" key to terminate the call. Airtime usage on each call is deducted in full minute increments, with partial minutes of use rounded up to the next full minute. Unanswered calls lasting 30 seconds or more will be charged standard airtime and rounded up to the nearest minute. Features such as call waiting, 3-way calling, call forwarding and voicemail will incur applicable airtime charges. 12) Account Balance: All calls will be automatically deducted from your account balance. Balances are not transferable or refundable. Airtime cannot be moved from one phone number to another phone number. You should take reasonable efforts to safeguard your phone and Refill airtime cards. Refill Airtime expires "X" amount of days after a refill card is added to your account whether you use the airtime or not. 13) Use of Service/Rates: International rates vary and are subject to change without notice. It is always best to contact customer service for up to date rates and available countries. You cannot use our service to place calls to numbers that begin with 500, 700, 855, 900 or 976. You cannot use the service to place operator assisted calls such as third party billed, and collect calls. If you are unable to successfully place a call out, attempt dialing with 1 + the area code + the 7-digit number. It is highly recommended that you power cycle your phone at least once per day to help re-register our phone within the Network. 14) Disputes: All disputes must be submitted within 30 days. Feel Safe Wireless is not responsible for disputes that occurred more than 30 days from the date of the dispute. 15) Multimedia Messaging: Multimedia Messaging service is an optional feature available to Feel Safe Wireless customers if a Feel Safe Wireless Refill card is added. This service will only work if used with a compatible handset and proper Feel Safe Wireless MMS configuration settings. Customers without MMS capable handsets will not receive credit for inability to send/receive multimedia messages. You should verify that your phone is MMS compatible before using this feature. Any Multimedia Message you attempt to send or receive will deduct 20 cents from your account balance, whether it is successfully delivered or not. You may attempt to download ringtones and games via Multimedia messaging. Feel Safe Wireless is not responsible if you are unable to download, or save ringtones, games, or other multimedia content to your wireless device. You will still be charged a multimedia message if you receive an MMS, but are not able to save the content to your phone. Feel Safe Wireless will not issue any credits for this reason. You will have the ability to

National Coverage Map

Our coverage area may expand.

Please contact customer service at 1-877-247-7799 or visit www.FeelSafeWireless.com for the most up to date coverage area information.



Prepaid Coverage Legend

- National Prepaid Coverage
- No Service Available

Important Information About the Coverage Map

This map shows approximately where our wireless coverage is available. Cellular service may be affected by such things as terrain, weather, foliage, building structures and your equipment. The map does not guarantee service availability.

send and receive MMS messages as a combination of text, photos, animations, video or sound on compatible handsets. Not all MMS handsets support all features of the service. MMS customers cannot send and receive messages in MMS format with other mobile customers who do not have an MMS compatible handset and/or are not activated. If a Feel Safe Wireless MMS message is sent to a mobile handset that cannot receive the message in MMS format, the recipient will need to have an SMS compatible handset and Service to receive this message. The recipient can access the message via the website for up to 7 days before deletion. Please note, you will still be charged an MMS message even if the recipient does not have MMS. There may be a delay between when a message is sent and when it is received. Feel Safe Wireless accepts no liability for any loss or damage as a result or a delay in receiving a message, a message not being secure or non delivery of a sent message. Recipients of your sent message must be within the coverage of their participating supplier's mobile network to receive a Multimedia message. If a recipient's phone is turned off, or out of their coverage area, the multimedia message is still considered sent, and you will still be charged 20 cents for the message. 16) Mobile Web/Data: Mobile Web or Data service is an optional feature available to Feel Safe Wireless customers if a Feel Safe Wireless Refill Card is added. This service will only work on compatible handsets that offer a web browser and handsets that are properly configured with Feel Safe Wireless data settings. It is your responsibility to ensure that your device is data capable. Data is measured and billed per KB, at \$0.000325/KB. There are 1024 KB in one MB of data. Using one full MB of data will result in a \$0.33 data charge. A data session consists from the time you access the internet via the mobile device until you terminate the session. Multiple sessions can be initiated within a 24 hour period; each will be charged per KB you use, and billed as separate events. You are responsible for ending each data session. If you fail to end a session, the internet will still be considered connected on your device, and your account still will be charged \$0.000325/KB. Failure to log off of the internet will result in depletion of your airtime. Feel Safe Wireless will NOT issue credits for this reason. You may attempt to download ringtones and games via the Mobile Web. Feel Safe Wireless is not responsible if you are unable to download, or save ringtones, games or other multimedia content to your wireless devices. You will still be charged for data used when attempting to load certain websites, especially those that are not formatted for wireless devices, or contain high graphic content. Feel Safe Wireless is not responsible for slow loading time when using data services, and will not issue credits for this reason.

* All Information is subject to change at any time with or without notification. Because of frequent network upgrades, sometimes rates and other information may change. It is best to call our U.S. based customer service at 1-877-247-7799 or visit our website www.FeelSafeWireless.com for up to date information.

FEELSAFE WIRELESS

Brought to you by 
AIRVOICE
wireless



FREE PHONE!

LIMIT ONE LIFELINE PHONE PER HOUSEHOLD
(Either Wireline or Wireless Service)

250 FREE

minutes every month

AVAILABLE FEATURES

- 911/E911 Access
- Voicemail Account
- Caller ID
- Call Waiting
- 3 Way Calling
- Text Messaging
- Call Forwarding
- Free Calls to Customer Service

On The Most Reliable GSM Network

1-877-247-7799

FeelSafeWireless.com

QUALIFYING for FEEL SAFE

WIRELESS is Easy! Just make sure you meet the following eligibility requirements:

1. Limit one Lifeline phone per household (either wireline or wireless service).
2. FEEL SAFE WIRELESS Lifeline benefits are available to consumers who use any of the following government assistance programs or have an income that is at or below 135% of the Federal Poverty Guidelines (FPG).

Food Stamps

Medicaid

Federal Public Housing Assistance- Section 8

National School Free Lunch Program

Bureau of Indian Affairs Programs

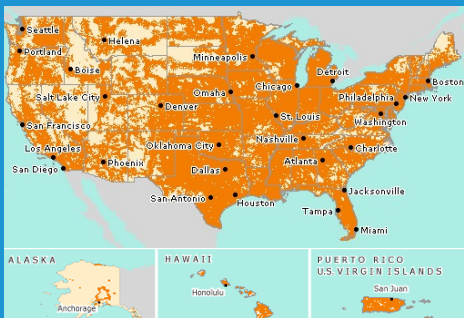
Supplemental Social Security- SSI

Temporary Assistance to Needy Families- TANF

Low Income Home Energy Assistance Program- LIHEAP

Proof of Participation or Household Income is required to get service. In order to maintain your Lifeline Service, you must verify your enrollment information annually.

3. Lifeline is a government benefit program, and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Lifeline Service is Non-Transferable.



Prepaid Coverage Legend

- Orange square: National Prepaid Coverage
- Yellow square: No Service Available

Important Information About the Coverage Map

This map shows approximately where our wireless coverage is available. Cellular service may be affected by such things as terrain, weather, foliage, building structures and your equipment. The map does not guarantee service availability.

Exhibit D

LIFELINE SERVICE PLAN

Airvoice offers the following rate plan, which is free to eligible Lifeline subscribers.

250 Free Minutes and a Free Phone: This plan includes a phone plus 250 free voice minutes. Unused minutes expire at the end of the last day of their cycle. The account is then automatically replenished with the next month's 250 free voice minutes. If a subscriber runs out of minutes, they have the option to purchase additional voice minutes billed at \$.10 per minute. This plan includes nationwide coverage, voice mail, call waiting, three way calling, call forwarding and Caller ID. Calls to 911 and Airvoice customer care are free. Lifeline customers also have the option, for an additional fee, to purchase the text and data plans that are available to all Airvoice customers.